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# Introduction

My residence, post office address and citizenship are as stated below next to my name,

# A METHOD AND APPARATUS FOR A FAULT TOLERANT, SOFTWARE TRANSPARENT AND HIGH DATA INTEGRITY EXTENSION TO A BACKPLANE BUS OR INTERCONNECT

X is attached hereto.

I acknowledge the duty to disclose information which is material to patentability as defined in 37, Code of Federal Regulations, §1.56 and which is material to the examination of this application, namely, information where there is a substantial likelihood that a reasonable examiner would consider it important in deciding whether to allow the application to issue as a patent

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international applications(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed;

x no such applications have been filed.

\_\_\_\_\_ such applications have been filed as follows.

Priority Claimed

Continued -

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter to each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

(Application Serial No.)

(Filing Date)

(Status: patented,  
pending, abandoned)

(Application Serial No.)

(Filing Date)

(Status: patented,  
pending, abandoned)

Address all correspondence to:

LAW OFFICES OF THOMAS E. SCHATZEL  
A Professional Corporation  
16400 Lark Avenue, Suite 300  
Los Gatos, California 95032-2547

Address all telephone calls to Thomas E. Schatzel at telephone No.  
(408) 358-7733.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of  
sole or first inventor: JACK (NMI) REGULA

Inventor's Signature: *Jack Regula*

Date: 12/19/96

916 Foothill Drive  
Residence: San Jose, CA 95123

Citizenship: United States

916 Foothill Drive  
Post Office Address: San Jose, CA 95123

66007 T 227260

**POWER OF ATTORNEY BY ASSIGNEE**

The undersigned, as Assignee of the entire right, title, and interest in and to the subject matter which is described and claimed and for which a patent is sought on the invention entitled:

**A METHOD AND APPARATUS FOR A FAULT TOLERANT, SOFTWARE  
TRANSPARENT AND HIGH DATA INTEGRITY EXTENSION TO A  
BACKPLANE BUS OR INTERCONNECT**

the specification of which

X is attached hereto;

\_\_\_\_\_ was filed on \_\_\_\_\_ as Application Serial No. \_\_\_\_\_  
and was amended on \_\_\_\_\_;  
(if applicable)

\_\_\_\_\_ Assignment recorded on \_\_\_\_\_ at Reel/Frame \_\_\_\_\_  
(if applicable)

hereby elects to control the prosecution of this application and hereby appoints the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office in connection therewith:

**Thomas E. Schatzel      Reg. No. 22,611**

Address all correspondence to:

**LAW OFFICES OF THOMAS E. SCHATZEL  
A Professional Corporation  
16400 Lark Avenue, Suite 300  
Los Gatos, California 95032-2547**

Address all telephone calls to Thomas E. Schatzel at telephone No. (408) 358-7733.  
Our facsimile No. (408) 358-7720.

Assignee hereby petitions and requests that this file be closed to the inventor(s), or representative(s) thereof.

**SUNSCOOP CORPORATION**

Dated: 12/19/96

By *Jack Regula*  
**JACK (NMI) REGULA**

Title: PRESIDENT

**SUNSCOOP CORPORATION  
916 Foothill Drive  
San Jose, California 95123**

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## POWER OF ATTORNEY

Sunscoop Corporation, a California corporation, assignee of the application for United States Letters Patent for an invention entitled:

**Method And Apparatus For Fault Tolerant, Software Transparent And High Data Integrity  
Extension To A Backplane Bus Or Interconnect**

invented by:

Regula, Jack

- ☐ executed on even date herewith, or
- ☒ having Serial No. 08/771,581, filed December 20, 1996,

do(es) hereby appoint Steven A. Swernofsky, Registration No. 33,040, Daniel B. Curtis, Registration No. 39,159, as attorneys of record with full power of substitution and revocation, to prosecute this application and transact all business in the United States Patent and Trademark Office connect therewith, and certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of an assignment, a copy of which is attached, from the inventor(s) of the patent application identified above.

Please send all correspondence and direct all telephone calls to:

Daniel B. Curtis  
The Law Offices of Steven A. Swernofsky  
P.O. Box 390013  
Mountain View, CA 94039-0013  
Telephone (650) 947-0700

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

I, the undersigned, declare that I am the (an) assignee of the above-identified application, or, if the assignee is a corporation, partnership, or other association, I am authorized to make this appointment on behalf of the assignee, and I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing therefrom.

Full Assignee Name: Sebring Systems

Post Office Address: 200 East Hacienda Avenue, Campbell, CA 95008

Jack Regula, President

Date

Please type a plus sign (+) inside this box → ☒

PTO/SB/82 (11-96)

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# REVOCATION OF POWER OF ATTORNEY OR AUTHORIZATION OF AGENT

Application Number	08/771,581
Filing Date	December 20, 1996
First Named Inventor	Regula, Jack
Group Art Unit	2413
Examiner Name	Not Assigned
Attorney Docket Number	SEB-001

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

☒ A Power of Attorney or Authorization of Agent is submitted herewith.

: OR

☐ Please change the correspondence address for the above-identified application to:

☐ Customer Number  →  
OR

Place Customer  
Number Bar Code  
Label here

<input checked="" type="checkbox"/> Firm or Individual Name	Law offices of Thomas E. Scharzel				
Address	16400 Lark Avenue, Suite 300				
Address					
City	Los Gatos				
Country	USA	State	CA	zip	95032
Telephone	408-358-7733	Fax	408-358-7720		

I am the:

☐ Applicant.

☒ Assignee of record of the entire interest  
*Certificate under 37 CFR 3.73(b) is enclosed*

## SIGNATURE of Applicant or Assignee of Record

Name	Sebring Systems
Signature	<i>Jack Regula</i>
Date	November 27, 1998

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- ☒ New
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- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

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(For Use ONLY by U.S. Government Agencies)
- ☐ Departmental File ☐ Secret File

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09/421771  
10/19/99

**Conveying Party(ies)**

- ☒ Mark if additional names of conveying parties attached
- Execution Date  
Month Day Year  
June 17, 1997

Name (line 1)  Sunscoop Corporation

Name (line 2)

**Second Party**

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

**Receiving Party**

- ☐ Mark if additional names of receiving parties attached

Name (line 1)  Sebring Systems, Inc.

Name (line 2)

Address (line 1)  200 East Hacienda Avenue

Address (line 2)

Address (line 3)  Campbell

CA

State/Country

95008

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name  Steven A. Swernofsky

Address (line 1)  The Law Offices of Steven A. Swernofsky

Address (line 2)  P.O.Box 390013

Address (line 3)  Mountain View, CA 94040

Address (line 4)  United States

**FOR OFFICE USE ONLY**

**Correspondent Name and Address**

Area Code and Telephone Number 650.947.0700

Name Steven A. Swernofsky

Reg. No. 33,040

Address (line 1) The Law Offices of Steven A. Swernofsky

Address (line 2) P.O.Box 390013

Address (line 3) Mountain View, CA 94040

Address (line 4) United States

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 15

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**

08/771,581

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number

PCT

PCT

PCT

only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

# 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:

Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 500365

Authorization to charge additional fees:

Yes

☒

No

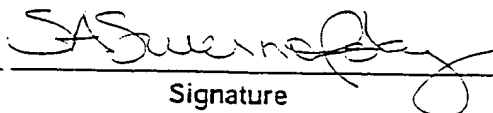
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**Statement and Signature**

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.*

Steven A. Swernofsky

Name of Person Signing



Signature

Dec. 16 1998

Date



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RESTATED CERTIFICATE OF INCORPORATION  
OF  
SEBRING SYSTEMS, INC.

Under Section 807 of the Business Corporation Law

FIRST: The name of the Corporation is Sebring Systems, Inc. (the "Corporation"); the Corporation was formed under the name Sunscop Corporation.

SECOND: The original Certificate of Incorporation of the Corporation was filed by the Department of State on November 19, 1984, as amended on February 10, 1997 and March 11, 1997.

THIRD: The Certificate of Incorporation, as heretofore amended, is hereby amended or changed to effect the amendments authorized by the Business Corporation Law, to wit:

1. To enlarge the purposes of the Corporation.
2. To increase the aggregate number of shares which the Corporation shall have authority to issue by authorizing Twenty Million (20,000,000) additional shares, to a total of Thirty Million (30,000,000) authorized shares.
3. To designate Six Million Two Hundred Fifty Thousand (6,250,000) shares as Series A Preferred Stock, par value \$0.01 per share. The remaining Twenty Three Thousand Seven Hundred Fifty Thousand shares (23,750,000) shares shall be Common Stock, par value \$0.005.
4. To reduce the par value of all authorized Common shares from \$0.01 to \$0.005. The Corporation is currently authorized to issue 10,000,000 shares of Common Stock, with a par value of \$0.01. Of the currently authorized shares, 6,635,621 are issued and 3,364,379 are unissued. The 6,635,621 issued shares of Common Stock, par value \$0.01, will be changed into 6,635,621 shares of Common Stock with \$0.005 par value at the rate of one (1) new share for every one (1) old share. The 3,364,379 unissued shares will be change into 3,364,379 shares of Common Stock with \$0.005 par value at the rate of one (1) new share for every one (1) old share. In that connection, the stated capital of the Corporation will reduced by the amount of \$0.005 in respect of each of the 6,635,621 issued shares of Common Stock, so that the aggregate stated capital of the Corporation is reduced from \$66,356.21 to \$33,178.11.
5. - To add provisions with respect to dividends, liquidation preferences, redemption, voting rights and conversion of the Series A Preferred Stock.

6. To add provisions with respect to dividends, liquidation rights, redemption and voting rights with respect to the Common Stock.
7. To add provisions relating to indemnification of directors and others authorized by the Business Corporation Law.
8. To change the address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him.

FOURTH: To accomplish the foregoing amendments, Articles 1 through 5 are hereby deleted and the Certificate of Incorporation of the Corporation is hereby amended to read as hereinafter restated.

FIFTH: The restatement of the Certificate of Incorporation herein provided for was authorized by the Board of Directors of the Corporation and by a vote of the holders of a majority of all outstanding shares entitled to vote thereon.

SIXTH: The text of the Certificate of Incorporation is hereby restated as further amended to read in its entirety as follows:

#### ARTICLE I

The name of the corporation is Sebring Systems, Inc.

#### ARTICLE II

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law of New York, exclusive of any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

#### ARTICLE III

A. Classes of Stock This Corporation is authorized to issue two classes of shares to be designated respectively preferred stock ("Preferred Stock") and common stock ("Common Stock"). The total number of shares of capital stock that the Corporation is authorized to issue is Thirty Million (30,000,000). The total number of shares of Preferred Stock this Corporation shall have authority to issue is Six Million Two Hundred Fifty Thousand (6,250,000). The total number of shares of Common Stock this Corporation shall have authority to issue is Twenty-Three Million Seven Hundred Fifty Thousand (23,750,000). The Preferred Stock shall have a par value of \$0.01 per share and the Common Stock shall have a par value of \$0.005 per share.

B. The Series A Preferred Stock. The Series A Preferred Stock shall consist of Six Million Two Hundred Fifty Thousand (6,250,000) shares of Preferred Stock and shall be designated "Series A Preferred Stock." The powers, preferences, rights, restrictions, and other matters relating to the Series A Preferred Stock are as follows:

1. Dividends.

a. The holders of the Series A Preferred Stock shall be entitled to receive dividends at the rate of \$0.009 per share per annum (as adjusted for any stock dividends, combinations, splits or the like with respect to such shares) payable out of funds legally available therefor. Such dividends shall be payable only when, as, and if declared by the Board of Directors and shall be non-cumulative.

No dividends (other than those payable solely in the Common Stock of the Corporation) shall be paid on any Common Stock of the Corporation during any fiscal year of the Corporation until dividends at the rate of \$0.009 per share on the Series A Preferred Stock (as adjusted for any stock dividends, combinations, splits or the like with respect to such shares) shall have been paid or declared and set apart during that fiscal year and any prior year in which dividends accumulated but remain unpaid.

b. In the event the Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights to purchase any such securities or evidences of indebtedness, then, in each such case the holders of the Series A Preferred Stock shall be entitled to a proportionate share of any such distribution as though the holders of the Series A Preferred Stock were the holders of the number of shares of Common Stock of the Corporation into which their respective shares of Series A Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution.

2. Liquidation Preference.

a. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock by reason of their ownership thereof, the amount of \$0.112 per share (as adjusted for any stock dividends, combinations, splits or the like with respect to such shares) (the "Original Series A Purchase Price"), plus all accrued or declared but unpaid dividends on such share for each share of Series A Preferred Stock then held by them. If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amount, then the entire assets and funds of the Corporation legally available for distribution

shall be distributed ratably among the holders of the Series A Preferred Stock in proportion to the preferential amount each such holder is otherwise entitled to receive.

b. After payment to the holders of the Series A Preferred Stock of the amount set forth in Section B.2.a. above, the remaining assets and funds of the Corporation legally available for distribution, if any, shall be distributed pari passu among the holders of the Common Stock and the Series A Preferred Stock in proportion to the shares of Common Stock then held by them and the shares of Common Stock which they then have the right to acquire upon conversion of the shares of Series A Preferred Stock then held by them.

c. For purposes of this Section B.2, (i) any acquisition of the Corporation by means of merger or other form of corporate reorganization in which outstanding shares of the Corporation are exchanged for securities or other consideration issued, or caused to be issued, by the acquiring corporation or its subsidiary (other than a mere reincorporation transaction) and pursuant to which the holders of the outstanding voting securities of the Corporation immediately prior to such consolidation, merger or other transaction fail to hold equity securities representing a majority of the voting power of the Corporation or surviving entity immediately following such consolidation, merger or other transaction or (ii) a sale of all or substantially all of the assets of the Corporation, shall be treated as a liquidation, dissolution or winding up of the Corporation and shall entitle the holders of Series A Preferred Stock to receive at the closing in cash, securities or other property (valued as provided in Section B.2.d. below) amounts as specified in Sections B.2.a. and B.2.b. above.

d. Whenever the distribution provided for in this Section B.2 shall be payable in securities or property other than cash, the value of such distribution shall be the fair market value of such securities or other property as determined in good faith by the Board of Directors.

3. Redemption. The Series A Preferred Stock shall not be redeemable.

4. Voting Rights.

a. Each holder of shares of the Series A Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Series A Preferred Stock could be converted and shall have voting rights and powers equal to the voting rights and powers of the Common Stock (except as otherwise expressly provided herein or as required by law) and shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of the Corporation. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Series A Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

b. The size of the Board of Directors shall be set in accordance with the Bylaws of the Corporation. The holders of Series A Preferred Stock, voting separately as a class, shall be entitled to elect one (1) member of the Board of Directors (the "Preferred Stock Director-Designee"). All remaining directors shall be elected by vote of the holders of the Common Stock and the Series A Preferred Stock voting together as a class. In the event of a vacancy on the Board of the Preferred Stock Director-Designee, a successor shall be elected to hold office for the unexpired term of such director by the holders of the Series A Preferred Stock voting separately as a class.

5. Conversion. The holders of the Series A Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

a. Right to Convert. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the \$0.112 by the Series A Conversion Price applicable to such share, determined as hereinafter provided, in effect on the date the certificate is surrendered for conversion. The price at which shares of Common Stock shall be deliverable upon conversion of shares of the Series A Preferred Stock (the "Series A Conversion Price") shall initially be \$0.112 per share of Common Stock. Such initial Series A Conversion Price shall be adjusted as hereinafter provided.

b. Automatic Conversion. Each share of Series A Preferred Stock shall automatically be converted into shares of Common Stock at the then effective Series A Conversion Price upon the earlier of (i) the date specified by written consent or agreement of holders of at least fifty percent (50%) of the shares of Series A Preferred Stock then outstanding or (ii) the closing of the sale of the Corporation's Common Stock in a firm commitment, underwritten public offering registered under the Securities Act of 1933, as amended (the "1933 Act"), having aggregate proceeds to the Corporation (before deduction for underwriters' discounts and expenses relating to the issuance, including without limitation fees of the Corporation's counsel) of at least \$7,500,000 and a per share price to the public of at least \$0.45.

c. Mechanics of Conversion.

(i) Before any holder of Series A Preferred Stock shall be entitled to convert the same into shares of Common Stock, he shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for such stock, and shall give written notice to the Corporation at such office that he elects to convert the same and shall state therein the name or names in which he wishes the certificate or certificates for shares of Common Stock to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Series A Preferred Stock, a certificate or certificates for the number of shares of Common Stock to

which he shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of surrender of the shares of Series A Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date.

(ii) If the conversion is in connection with an underwritten offering of securities pursuant to the 1933 Act, the conversion may, at the option of any holder tendering shares of Series A Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the Common Stock upon conversion of the Series A Preferred Stock shall not be deemed to have converted such Series A Preferred Stock until immediately prior to the closing of such sale of securities.

d. Adjustments to Series A Conversion Price for Certain Diluting Issues.

(i) Special Definitions. For purposes of this Section B.5.d., the following definitions apply:

(1) "Options" shall mean rights, options, or warrants to subscribe for, purchase or otherwise acquire either Common Stock or Convertible Securities (defined below).

(2) "Original Issue Date" shall mean the date on which a share of Series A Preferred Stock was first issued.

(3) "Convertible Securities" shall mean any evidences of indebtedness, shares (other than Common Stock and Series A Preferred Stock) or other securities convertible into or exchangeable for Common Stock.

(4) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section B.5.d.(iii) deemed to be issued) by the Corporation after the Original Issue Date, other than shares of Common Stock issued or issuable:

(A) upon conversion of shares of Series A Preferred Stock or exercise of any options or warrants in existence on the Original Issue Date;

(B) to officers, directors or employees of, or consultants to, or vendors or customer of, the Corporation or a subsidiary or parent pursuant to stock option or stock purchase plans or agreements on terms approved by the Board of Directors;

(C) as a dividend or distribution;

(D) to lenders or lessors pursuant to agreements approved by the Board of Directors of the Corporation; or

(E) in accordance with adjustment of the Series A Conversion Price pursuant to Section B.5.a.

(ii) No Adjustment of Conversion Price. Any provision herein to the contrary notwithstanding, no adjustment in the Series A Conversion Price shall be made in respect of the issuance of Additional Shares of Common Stock unless the consideration per share (determined pursuant to Section B.5.d.(v) hereof) for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the Series A Conversion Price in effect on the date of, and immediately prior to, such issue.

(iii) Deemed Issue of Additional Shares of Common Stock. In the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities then entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein designed to protect against dilution) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided further that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(1) no further adjustments in the Series A Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase in the consideration payable to the Corporation, or decrease in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, the Series A Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities (provided, however, that no such adjustment of the Series A Conversion Price shall effect Common Stock previously issued upon conversion of the Series A Preferred Stock);

(3) upon the expiration of any such Options or rights, the termination of any such rights to convert or exchange or the expiration of any Options or rights related to such Convertible Securities or exchangeable securities, the Series A Conversion Price, to the extent in any way affected by or computed using such Options, rights or Convertible Securities or Options or rights related to such Convertible Securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities which remain in effect) actually issued upon the exercise of such Options or rights, upon the conversion or exchange of such Convertible Securities or upon the exercise of the Options or rights related to such Convertible Securities;

(4) no readjustment pursuant to clause (2) or (3) above shall have the effect of increasing the Series A Conversion Price to an amount which exceeds the lower of (a) the Series A Conversion Price on the original adjustment date, or (b) the Series A Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event this Corporation, at any time after the Original Issue Date shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section B.5.d.(iii)) without consideration or for a consideration per share less than the Series A Conversion Price in effect on the date of and immediately prior to such issue, then and in such event, the Series A Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying the Series A Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common Stock so issued would purchase at the Series A Conversion Price in effect immediately prior to such issuance, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common Stock so issued. For the purpose of the above calculation, the number of shares of Common Stock outstanding immediately prior to such issue shall be calculated as if all shares of Series A Preferred Stock had been fully converted into shares of Common Stock, and shall also include the conversion or exercise of any outstanding Options or other rights for the purchase of shares of stock or Convertible Securities as of such date (i.e. broad-based formula).

(v) Determination of Consideration. For purposes of this Section B.5.d., the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(1) Cash and Property. Such consideration shall:



(A) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation excluding amounts paid or payable for accrued interest or accrued dividends;

(B) insofar as it consists of property other than cash, be computed at the fair value thereof at the time of such issue, as determined in good faith by the Board; and

(C) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (A) and (B) above, as determined in good faith by the Board.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section B.S.d.(iii), relating to Options and Convertible Securities shall be determined by dividing:

(A) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against dilution) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

(B) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against the dilution) issuable upon the exercise of such Options or conversion or exchange of such Convertible Securities.

e. Adjustments to Conversion Prices for Stock Dividends and for Combinations or Subdivisions of Common Stock. In the event that this Corporation at any time or from time to time after the Original Issue Date shall declare or pay, without consideration, any dividend on the Common Stock payable in Common Stock or in any right to acquire Common Stock for no consideration, or shall effect a subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock (by dividend, stock split, reclassification or the like), or in the event the outstanding shares of Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Common Stock, then the Series A Conversion Price in effect immediately prior to such event shall, concurrently with the effectiveness of such event, be proportionately decreased or increased, as appropriate.

f. Adjustments for Reclassification and Reorganization. If the Common Stock issuable upon conversion of the Series A Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for in Section B.5.c. above or a merger or other reorganization referred to in Section B.2.c. above), the Series A Conversion Price then in effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted so that the Series A Preferred Stock shall be convertible into, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive, a number of shares of such other class or classes of stock equivalent to the number of shares of Common Stock that would have been subject to receipt by the holders upon conversion of the Series A Preferred Stock immediately before that change.

g. No Impairment. The Corporation will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section C.5. and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A Preferred Stock against impairment.

h. Certificates as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price pursuant to this Section B.5., the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare a certificate executed by the Corporation's President, Secretary or a Vice President setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Series A Conversion Price at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of the Series A Preferred Stock.

i. Notices of Record Date. In the event that the Corporation shall propose at any time: (i) to declare any dividend or distribution upon its Common Stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus; (ii) to offer for subscription pro rata to the holders of any class or series of its stock any additional shares of stock of any class or series or other rights; (iii) to effect any reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or (iv) to merge or consolidate with or into any other corporation, or sell, lease or convey all or substantially all of its assets, or to liquidate, dissolve or wind up;

then, in connection with each such event, the Corporation shall send to the holders of Series A Preferred Stock at least ten (10) days prior written notice of the date on which a record shall be taken for such dividend, distribution or subscription rights (and specifying the date on which the holders of Common Stock shall be entitled thereto) or for determining rights to vote, if any, in respect of the matters referred to in (iii) and (iv) above.

j. Issue Taxes. The Corporation shall pay any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of shares of Series A Preferred Stock pursuant hereto; provided, however, that the Corporation shall not be obligated to pay any transfer taxes resulting from any transfer requested by any holder in connection with any such conversion.

k. Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to this Certificate of Incorporation.

l. Fractional Shares. No fractional share shall be issued upon the conversion of any share or shares of Series A Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series A Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of a fraction of a share of Common Stock, the Corporation shall, in lieu of issuing any fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the fair market value of such fraction on the date of conversion (as determined in good faith by the Board of Directors).

m. Loss of Rights. If (a) the holders of shares of Series A Preferred Stock are entitled to exercise the preemptive right (the "Preemptive Right") set forth in Section 3 of the Shareholders' Agreement by and among the Corporation and the investors named therein (the "Shareholders' Agreement"), with respect to an equity financing of the Corporation (the "Equity Financing"), (b) the Corporation has complied with its notice obligations, or such obligations have been waived, under the Preemptive Right with respect to such Equity Financing and the Corporation thereafter proceeds to consummate the Equity Financing and (c) such holder (a "Non-Participating Holder") does not by exercise

of such holder's Preemptive Right to acquire his or its Ratable Portion (as defined in Section 3.(a) of the Shareholders' Agreement) offered in such Equity Financing (a "Mandatory Offering"), then all of such Non-Participating Holder's shares of Series A Preferred Stock shall automatically and without further action on the part of such holder lose all rights and benefits under Section 5.d.(iv) of this Certificate of Incorporation for all issuances of securities, including the Equity Financing that causes the loss of such right; provided however, that no such conversion shall occur in connection with a particular Equity Financing if, pursuant to the written request of the Corporation, such holder agrees in writing to waive his or its Preemptive Right with respect to such Equity Financing.

n. Notices. Any notice required by the provisions of this Section C.5. to be given to the holders of shares of Series A Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation.

6. Protective Provisions. So long as any shares of Series A Preferred Stock remain outstanding, the Corporation shall not, without the vote or written consent by the holders of at least a majority of the then outstanding shares of the Series A Preferred Stock:

(i) Authorize or issue, or obligate itself to issue, or designate any additional classes or series of preferred stock, or any equity security senior to or on a parity with the Series A Preferred Stock as to any rights or preferences;

(ii) Effect any sale or other conveyance of all or substantially all of the assets of the Corporation or any of its subsidiaries, or any consolidation or merger involving the Corporation or any of its subsidiaries, in which in excess of 50% of the Corporation's voting power is transferred, or any reorganization or recapitalization of the Company;

(iii) Amend or repeal its Certificate of Incorporation, if such amendment would materially adversely change any of the rights, preferences or privileges provided for herein for the benefit of any shares of Series A Preferred Stock; or

(iv) Pay or declare any dividends on any securities other than the Series A Preferred Stock, provided, however, that the Corporation may repurchase equity securities from any service provider of the Corporation or any subsidiary upon termination of services.

7. No Reissuance of Series A Preferred Stock. No share or shares of Series A Preferred Stock acquired by the Corporation by reason of purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

### C. The Common Stock

1. Dividend Rights. Subject to the prior rights of the holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets or the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors. Such dividends shall be non-cumulative.

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation shall be distributed as provided in Section 2 of Division B. of this Article III.

3. Redemption. The Common Stock shall not be redeemable.

4. Voting Rights. The holder of each share of Common Stock shall have the right to one vote, and shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of this Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

## ARTICLE IV

A. Directors' Liability. The personal liability of the directors of the Corporation is eliminated to the fullest extent permitted by the provisions of paragraph (b) of Section 402 of the Business Corporation Law, as the same may be amended and supplemented.

B. Indemnification. The Corporation shall, to the fullest extent permitted by Article 7 of the Business Corporation Law, as the same may be amended and supplemented, indemnify any and all persons whom it shall have the power to indemnify under said Article from and against all of the expenses, liabilities, or other matters referred to in or covered by said Article, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which any person may be entitled under any By-Law, resolution of shareholders, resolution of directors, agreement or otherwise, as permitted by said Article, as to action in any capacity in which he served at the request of the Corporation."

## ARTICLE V

A. Agent. The Secretary of State is designated as the agent of the Corporation upon whom process against the Corporation may be served, and the address to which the Secretary of State shall mail a copy of any process against the Corporation is: c/o Brobeck Phleger & Harrison LLP, Two Embarcadero Place, 2200 Geng Road, Palo Alto, CA 94303-0913.

IN WITNESS WHEREOF, I have subscribed this document on the date set forth below and do hereby affirm, under the penalties of perjury, that the statements contained therein have been examined by me and are true and correct.

Dated: June 1<sup>st</sup> 1997.

Sebring Systems, Inc.,  
a New York corporation

By: Jack Regula  
Jack Regula, President

By: Thomas R. Nelson  
Thomas R. Nelson, Secretary

*State of New York*  
*Department of State* }<sup>ss:</sup>

*I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.*

*Witness my hand and seal of the Department of State on*

JUN 20 1997



*Special Deputy Secretary of State*



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

APRIL 30, 1997

PTAS

LAW OFFICES OF THOMAS E. SCHATZEL, P.C.  
THOMAS E. SCHATZEL  
16400 LARK AVENUE, SUITE 300  
LOS GATOS, CALIFORNIA 95032



\*100370922A\*



UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/20/1996

REEL/FRAME: 8381/0526  
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

REGULA, JACK

DOC DATE: 12/19/1996

ASSIGNEE:

SUNSCOOP CORPORATION  
916 FOOTHILL DRIVE  
SAN JOSE, CALIFORNIA 95122

SERIAL NUMBER: 08771581

PATENT NUMBER:

FILING DATE: 12/20/1996

ISSUE DATE:

DIANE RUSSELE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS



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03-13-1997



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ET 08/771581  
U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

SS-696-01

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

JACK (NMI) REGULA

DEC 20 1996

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

68972 U.S. PTO

Execution Date: 12-19-96

03/11/97

## 2. Name and address of receiving party(ies)

Name: Sunscoop CorporationInternal Address: 916 Foothill DriveSan Jose, California 95123Street Address: Same as above

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: 12-19-96

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas E. Schatzel

AW OFFICES OF THOMAS E. SCHATZEL, P.C.

Internal Address: \_\_\_\_\_

16400 Lark Avenue, Ste. 300Los Gatos, California 95032Street Address: Same as above

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

## 6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

19-0310

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas E. Schatzel

Name of Person Signing

Signature

12-20-96

Date

Total number of pages including cover sheet, attachments, and document: 2

ATTY. DOCKET NO. SS-696-01

A S S I G N M E N T

I, JACK (NMI) REGULA, a citizen of the United States, for One Dollar (\$1.00) in hand paid to me, receipt of which is hereby acknowledged, and other good and valuable consideration, have assigned and do hereby assign to Sunscope Corporation, a New York corporation, of 916 Foothill Drive, San Jose, California 95123 (hereinafter referred to as Assignee), its successors, assigns and legal representatives, the entire right, title and interest in and to all subject matter invented by me and disclosed in the application for Letters Patent of the United States entitled:

A METHOD AND APPARATUS FOR A FAULT TOLERANT, SOFTWARE  
TRANSPARENT AND HIGH DATA INTEGRITY EXTENSION TO A  
BACKPLANE BUS OR INTERCONNECT

signed by me on this date; and in all divisions, reissues, continuations and extensions thereof; and in and to all Letters Patent and all Convention and Treaty Rights of all kinds, in all countries throughout the world, for all such subject matter.

I hereby authorize and request that the Patent Office Officials in the United States and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said Assignee, as the Assignee of my entire right, title and interest in and to the same, for the sole use and enjoyment of said Assignee, its successors and assigns.

Further, I agree that I will communicate to said Assignee, or its representatives, any facts known to me respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisions, continuations, substitution, renewal and reissue applications, execute all necessary Assignment papers to cause any and all of said Letters Patent to be issued, make all rightful oaths and generally do everything necessary or desirable to aid said Assignee, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and in any and all foreign countries.

In Testimony Whereof, I have hereunto set my hand this 19<sup>th</sup> day of December, 1996.

Inventor:

Jack Regula  
JACK (NMI) REGULA

Residence: 916 Foothill Drive  
San Jose, California 95123

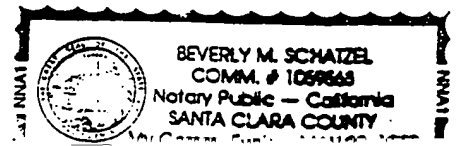
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SANTA CLARA )

On Dec. 19 1996 before me, BEVERLY M. SCHATZEL, personally appeared JACK (NMI) REGULA, ~~personally known to me~~ <sup>proved</sup> to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Beverly M. Schatzel



A S S I G N M E N T

I, JACK (NMI) REGULA, a citizen of the United States, for One Dollar (\$1.00) in hand paid to me, receipt of which is hereby acknowledged, and other good and valuable consideration, have assigned and do hereby assign to Sunscop Corporation, a New York corporation, of 916 Foothill Drive, San Jose, California 95123 (hereinafter referred to as Assignee), its successors, assigns and legal representatives, the entire right, title and interest in and to all subject matter invented by me and disclosed in the application for Letters Patent of the United States entitled:

A METHOD AND APPARATUS FOR A FAULT TOLERANT, SOFTWARE  
TRANSPARENT AND HIGH DATA INTEGRITY EXTENSION TO A  
BACKPLANE BUS OR INTERCONNECT

signed by me on this date; and in all divisions, reissues, continuations and extensions thereof; and in and to all Letters Patent and all Convention and Treaty Rights of all kinds, in all countries throughout the world, for all such subject matter.

I hereby authorize and request that the Patent Office Officials in the United States and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said Assignee, as the Assignee of my entire right, title and interest in and to the same, for the sole use and enjoyment of said Assignee, its successors and assigns.

Further, I agree that I will communicate to said Assignee, or its representatives, any facts known to me respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisions, continuations, substitution, renewal and reissue applications, execute all necessary Assignment papers to cause any and all of said Letters Patent to be issued, make all rightful oaths and generally do everything necessary or desirable to aid said Assignee, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and in any and all foreign countries.

In Testimony Whereof, I have hereunto set my hand this 19<sup>th</sup> day of December, 1996.

Inventor:

Jack Regula  
JACK (NMI) REGULA

Residence: 916 Foothill Drive  
San Jose, California 95123

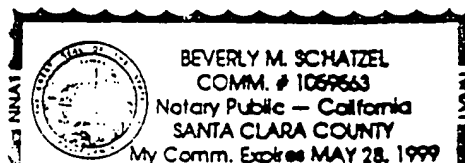
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SANTA CLARA )

On Dec. 19 1996 before me, BEVERLY M. SCHATZEL, personally appeared JACK (NMI) REGULA, ~~personally known to me~~ <sup>proved</sup> to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Beverly M. Schatzel



Applicant or Patentee: JACK (NMI) REGULA Attorney's  
Serial or Patent No.: \_\_\_\_\_ Docket No.: SS-696-01  
Filed or Issued: \_\_\_\_\_  
For: A METHOD AND APPARATUS FOR A FAULT TOLERANT, SOFTWARE TRANSPARENT AND HIGH DATA  
INTEGRITY EXTENSION TO A BACKPLANE BUS OR INTERCONNECT

VERIFIED STATEMENT (DECLARATION) CLAIMING SMALL ENTITY STATUS  
(37 CFR 1.9(f) and 1.27(c) - SMALL BUSINESS CONCERN)

I hereby declare that I am

- ☐ the owner of the small business concern identified below:  
☒ an official of the small business concern empowered to act on behalf of  
the concern identified below:

NAME OF CONCERN SUNSCOOP CORPORATION  
ADDRESS OF CONCERN 916 Foothill Drive  
San Jose, California 95123

I hereby declare that the above identified small business concern qualifies as a small business concern as defined in 13 CFR 121.3-18, and reproduced in 37 CFR 1.9(d), for purposes of paying reduced fees under section 41(a) and (b) of Title 35, United States Code, in that the number of employees of the concern, including those of its affiliates, does not exceed 500 persons. For purposes of this statement, (1) the number of employees of the business concern is the average over the previous fiscal year of the concern of the person employed on a full-time, part-time or temporary basis during each of the pay periods of the fiscal year, and (2) concerns are affiliates of each other when either, directly or indirectly, one concern controls or has the power to control the other, or a third party or parties controls or has the power to control both.

I hereby declare that rights under contract or law have been conveyed to and remain with the small business concern identified above with regard to the invention, entitled A Method and Apparatus for a Fault Tolerant, Software Transparent and High Data Integrity Extension to a Backplane Bus or Interconnect by inventor(s) Jack (NMI) Regula described in

- ☒ the specification filed herewith  
☐ application serial no. \_\_\_\_\_, filed \_\_\_\_\_  
☐ patent no. \_\_\_\_\_, issued \_\_\_\_\_

If the rights held by the above identified small business concern are not exclusive, each individual, concern or organization having rights to the invention is listed below\* and no rights to the invention are held by any person, other than the inventor, who could not qualify as a small business concern under 37 CFR 1.9(d) or by any concern which would not qualify as a small business concern under 37 CFR 1.9(d) or a nonprofit organization under 37 CFR 1.9(e). \*NOTE: Separate verified statements are required from each named person, concern or organization having rights to the invention averring to their status as small entities. (37 CFR 1.27)

NAME N/A  
ADDRESS \_\_\_\_\_  
☐ INDIVIDUAL ☐ SMALL BUSINESS CONCERN ☐ NONPROFIT ORGANIZATION

NAME N/A  
ADDRESS \_\_\_\_\_  
☐ INDIVIDUAL ☐ SMALL BUSINESS CONCERN ☐ NONPROFIT ORGANIZATION

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity is no longer appropriate. (37 CFR 1.28(b))

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this verified statement is directed.

NAME OF PERSON SIGNING JACK (NMI) REGULA  
TITLE OF PERSON OTHER THAN OWNER PRESIDENT  
ADDRESS OF PERSON SIGNING SUNSCOOP CORPORATION, 916 Foothill Drive  
San Jose, CA 95123

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

5 Your petitioner, Jack (NMI) Regula, a citizen of  
the United States and a resident of San Jose, California,  
whose post office address is 916 Foothill Drive, San  
Jose, CA 95123, prays that letters patent may be granted  
to him for a

as set forth in the following specification.

Figure 1. The effect of the concentration of the  $\text{H}_2\text{O}_2$  solution on the amount of the  $\text{H}_2\text{O}_2$  consumed in the reaction of the  $\text{H}_2\text{O}_2$  solution with the  $\text{H}_2\text{O}_2$  solution. The concentration of the  $\text{H}_2\text{O}_2$  solution was 0.1, 0.2, 0.3, 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 3.0, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4.0, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 5.0, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 6.0, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 7.0, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 8.0, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 9.0, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 10.0, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 11.0, 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 12.0, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 13.0, 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 14.0, 14.1, 14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9, 15.0, 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 15.7, 15.8, 15.9, 16.0, 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 16.8, 16.9, 17.0, 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 18.0, 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, 18.8, 18.9, 19.0, 19.1, 19.2, 19.3, 19.4, 19.5, 19.6, 19.7, 19.8, 19.9, 20.0, 20.1, 20.2, 20.3, 20.4, 20.5, 20.6, 20.7, 20.8, 20.9, 21.0, 21.1, 21.2, 21.3, 21.4, 21.5, 21.6, 21.7, 21.8, 21.9, 22.0, 22.1, 22.2, 22.3, 22.4, 22.5, 22.6, 22.7, 22.8, 22.9, 23.0, 23.1, 23.2, 23.3, 23.4, 23.5, 23.6, 23.7, 23.8, 23.9, 24.0, 24.1, 24.2, 24.3, 24.4, 24.5, 24.6, 24.7, 24.8, 24.9, 25.0, 25.1, 25.2, 25.3, 25.4, 25.5, 25.6, 25.7, 25.8, 25.9, 26.0, 26.1, 26.2, 26.3, 26.4, 26.5, 26.6, 26.7, 26.8, 26.9, 27.0, 27.1, 27.2, 27.3, 27.4, 27.5, 27.6, 27.7, 27.8, 27.9, 28.0, 28.1, 28.2, 28.3, 28.4, 28.5, 28.6, 28.7, 28.8, 28.9, 29.0, 29.1, 29.2, 29.3, 29.4, 29.5, 29.6, 29.7, 29.8, 29.9, 30.0, 30.1, 30.2, 30.3, 30.4, 30.5, 30.6, 30.7, 30.8, 30.9, 31.0, 31.1, 31.2, 31.3, 31.4, 31.5, 31.6, 31.7, 31.8, 31.9, 32.0, 32.1, 32.2, 32.3, 32.4, 32.5, 32.6, 32.7, 32.8, 32.9, 33.0, 33.1, 33.2, 33.3, 33.4, 33.5, 33.6, 33.7, 33.8, 33.9, 34.0, 34.1, 34.2, 34.3, 34.4, 34.5, 34.6, 34.7, 34.8, 34.9, 35.0, 35.1, 35.2, 35.3, 35.4, 35.5, 35.6, 35.7, 35.8, 35.9, 36.0, 36.1, 36.2, 36.3, 36.4, 36.5, 36.6, 36.7, 36.8, 36.9, 37.0, 37.1, 37.2, 37.3, 37.4, 37.5, 37.6, 37.7, 37.8, 37.9, 38.0, 38.1, 38.2, 38.3, 38.4, 38.5, 38.6, 38.7, 38.8, 38.9, 39.0, 39.1, 39.2, 39.3, 39.4, 39.5, 39.6, 39.7, 39.8, 39.9, 40.0, 40.1, 40.2, 40.3, 40.4, 40.5, 40.6, 40.7, 40.8, 40.9, 41.0, 41.1, 41.2, 41.3, 41.4, 41.5, 41.6, 41.7, 41.8, 41.9, 42.0, 42.1, 42.2, 42.3, 42.4, 42.5, 42.6, 42.7, 42.8, 42.9, 43.0, 43.1, 43.2, 43.3, 43.4, 43.5, 43.6, 43.7, 43.8, 43.9, 44.0, 44.1, 44.2, 44.3, 44.4, 44.5, 44.6, 44.7, 44.8, 44.9, 45.0, 45.1, 45.2, 45.3, 45.4, 45.5, 45.6, 45.7, 45.8, 45.9, 46.0, 46.1, 46.2, 46.3, 46.4, 46.5, 46.6, 46.7, 46.8, 46.9, 47.0, 47.1, 47.2, 47.3, 47.4, 47.5, 47.6, 47.7, 47.8, 47.9, 48.0, 48.1, 48.2, 48.3, 48.4, 48.5, 48.6, 48.7, 48.8, 48.9, 49.0, 49.1, 49.2, 49.3, 49.4, 49.5, 49.6, 49.7, 49.8, 49.9, 50.0, 50.1, 50.2, 50.3, 50.4, 50.5, 50.6, 50.7, 50.8, 50.9, 51.0, 51.1, 51.2, 51.3, 51.4, 51.5, 51.6, 51.7, 51.8, 51.9, 52.0, 52.1, 52.2, 52.3, 52.4, 52.5, 52.6, 52.7, 52.8, 52.9, 53.0, 53.1, 53.2, 53.3, 53.4, 53.5, 53.6, 53.7, 53.8, 53.9, 54.0, 54.1, 54.2, 54.3, 54.4, 54.5, 54.6, 54.7, 54.8, 54.9, 55.0, 55.1, 55.2, 55.3, 55.4, 55.5, 55.6, 55.7, 55.8, 55.9, 56.0, 56.1, 56.2, 56.3, 56.4, 56.5, 56.6, 56.7, 56.8, 56.9, 57.0, 57.1, 57.2, 57.3, 57.4, 57.5, 57.6, 57.7, 57.8, 57.9, 58.0, 58.1, 58.2, 58.3, 58.4, 58.5, 58.6, 58.7, 58.8, 58.9, 59.0, 59.1, 59.2, 59.3, 59.4, 59.5, 59.6, 59.7, 59.8, 59.9, 60.0, 60.1, 60.2, 60.3, 60.4, 60.5, 60.6, 60.7, 60.8, 60.9, 61.0, 61.1, 61.2, 61.3, 61.4, 61.5, 61.6, 61.7, 61.8, 61.9, 62.0, 62.1, 62.2, 62.3, 62.4, 62.5, 62.6, 62.7, 62.8, 62.9, 63.0, 63.1, 63.2, 63.3, 63.4, 63.5, 63.6, 63.7, 63.8, 63.9, 64.0, 64.1, 64.2, 64.3, 64.4, 64.5, 64.6, 64.7, 64.8, 64.9, 65.0, 65.1, 65.2, 65.3, 65.4, 65.5, 65.6, 65.7, 65.8, 65.9, 66.0, 66.1, 66.2, 66.3, 66.4, 66.5, 66.6, 66.7, 66.8, 66.9, 67.0, 67.1, 67.2, 67.3, 67.4, 67.5, 67.6, 67.7, 67.8, 67.9,